

**DRAFT**  
**CONSULTANT SERVICES AGREEMENT**  
**BETWEEN THE CITY OF SUNNYVALE AND COTTON/BRIDGES/ASSOCIATES**  
**FOR PREPARATION OF CITY'S 2005-2010 CONSOLIDATED PLAN**

THIS AGREEMENT dated \_\_\_\_\_ is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and COTTON/BRIDGES/ASSOCIATES, a division of P&D Consultants, Inc., a California corporation ("CONSULTANT").

WHEREAS, CITY is in need of specialized services in relation to the preparation of CITY's 2005-2010 Consolidated Plan; and

WHEREAS, CONSULTANT possesses the skill and expertise to provide the required services;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" attached and incorporated by reference. CONSULTANT shall determine the method, details and means of performing the services.

2. Time for Performance

The term of this Agreement shall be from date of Agreement execution through completion of all services described in Exhibit "A", unless otherwise terminated. Extensions of time may be granted by the City Manager upon a showing of good cause.

3. Duties of CITY

CITY shall supply any documents or information available to City required by CONSULTANT for performance of its duties. Any materials provided shall be returned to CITY upon completion of the work.

4. Compensation

Total compensation shall not exceed Sixty-Eight Thousand Three Hundred Seventy-Five and no/100 Dollars (\$68,375.00). CONSULTANT shall submit invoices to CITY no more frequently than monthly; and invoiced amounts shall be based on the percentage of tasks completed according to the milestones set forth in Exhibit "A". Payment shall be made within thirty (30) days of receipt of an accurate, itemized invoice by CITY's Accounts Payable Unit.

5. Ownership of Documents

CITY shall have full and complete access to CONSULTANT's working papers, drawings and other documents during progress of the work. All documents of any description prepared by CONSULTANT shall become the property of the CITY at the completion of the project and upon payment in full to the CONSULTANT. CONSULTANT may retain a copy of all materials produced pursuant to this Agreement.

6. Conflict of Interest

No officer or employee of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement CONSULTANT shall not accept employment or an obligation which is inconsistent or incompatible with CONSULTANT's obligations under this Agreement.

7. Confidential Information

CONSULTANT shall maintain in confidence and at no time use, except to the extent required to perform its obligations hereunder, any and all proprietary or confidential information of CITY of which CONSULTANT may become aware in the performance of its services.

8. Compliance with Laws

- (a) CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, gender, age (persons 40 years or older), disability, or any other basis to the extent prohibited by federal, state, or local law. All employees of CONSULTANT shall be treated during employment without regard to their race, creed, color or national origin.
- (b) CONSULTANT shall comply with all federal, state and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement.

9. Independent Contractor

CONSULTANT is acting as an independent contractor in furnishing the services or materials and performing the work required by this Agreement and is not an agent, servant or employee of CITY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CITY and CONSULTANT. CONSULTANT is responsible for paying all required state and federal taxes.

10. Indemnity

CONSULTANT shall indemnify, defend, and hold harmless the CITY, its officers, officials, and employees from and against all claims, damages, losses and expenses, including attorney fees, arising out of the performance of the services described in Exhibit "A", to the extent caused by any negligent act or omission of CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the negligence or willful misconduct of the CITY.

11. Insurance

CONSULTANT shall take out and maintain during the life of this Agreement policies of insurance as specified in Exhibit "B" attached and incorporated by reference, and shall provide all certificates or endorsements as specified in Exhibit "B."

12. CITY Representative

Annabel Yurutucu, Housing Officer, as the City Manager's authorized representative, shall represent CITY in all matters pertaining to the services to be rendered under this Agreement. All requirements of CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

13. CONSULTANT Representative

Veronica Tam, Director of Housing Services, shall represent CONSULTANT in all matters pertaining to the services and materials to be rendered under this Agreement; all requirements of CONSULTANT pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the CONSULTANT representative.

14. Notices

All notices required by this Agreement shall be in writing, and shall be personally delivered, sent by first class with postage prepaid, or by sent by commercial courier, addressed as follows:

To CITY:                      Annabel Yurutucu, Housing Officer  
                                     Department of Community Development  
                                     CITY OF SUNNYVALE  
                                     P. O. Box 3707  
                                     Sunnyvale, CA 94088-3707

To CONSULTANT: Veronica Tam  
Director of Housing Services  
COTTON/BRIDGES/ASSOCIATES  
3840 Rosin Court, Suite 130  
Sacramento, CA 95834

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone or facsimile transmission, to accomplish timely communication. However, to constitute effective notice, written confirmation of a telephone conversation or an original of a facsimile transmission must be sent by first class mail or commercial carrier, or hand delivered. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of two days after mailing, unless such date is a date on which there is no mail service. In that event communication is deemed to occur on the next mail service day.

15. Assignment

Neither party shall assign or sublet any portion of this Agreement without the prior written consent of the other party.

16. Termination

If CONSULTANT defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONSULTANT. If CITY fails to pay CONSULTANT, CONSULTANT at its option may terminate this Agreement if the failure is not remedied by CITY within thirty (30) days from the date payment is due.

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be for services performed or materials furnished through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.

17. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing signed by all parties.

18. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. This Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

COTTON/BRIDGES/ASSOCIATES  
("CONSULTANT")

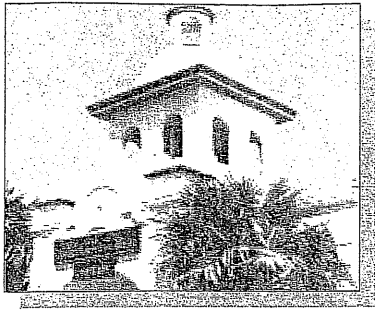
\_\_\_\_\_  
City Attorney

By \_\_\_\_\_

\_\_\_\_\_  
Name and Title

By \_\_\_\_\_

\_\_\_\_\_  
Name and Title



## Section 3 —Work Plan

### Major Activities and Processes

#### Task 1. Housing, Homeless, and Community Development Needs Assessment

CBA will draw heavily from the following documents and sources to provide background data for the Needs Assessment:

- 2002 Sunnyvale Housing Element;
- 2003 Community Development Strategy;
- Downtown Specific Plan;
- Sunnyvale Housing and Human Services Commission;
- Public Works Department Capital Improvement Program;
- Sunnyvale Neighborhood Enhancement Program;
- Sunnyvale Employment Development Department;
- Sunnyvale Community Development Department (Economic Development, Housing, and Neighborhood Preservation divisions);
- Sunnyvale Parks and Recreation Department;
- Santa Clara County Housing Authority;
- 2000 U.S. Census (Summary Tape File 3);
- HUD CHAS Data;
- California Department of Finance (Demographic Research Unit);
- California Employment Development Department; and
- Local real estate market sources.

Original research to support the Consolidated Plan update will focus on contacts with organizations that serve special needs groups (such as seniors, homeless, persons with HIV/AIDS, and others identified under HUD guidelines) and organizations that can document discriminatory housing or lending practices in Sunnyvale or impediments to affordable housing. We will also update housing market data and Home Mortgage Disclosure Act (HMDA) data on lending practices.

#### *Housing Market and Socioeconomic Conditions*

The Consolidated Plan should provide background information and analysis to support the planning process and assignment of priorities. Information concerning housing needs, the homeless population, market conditions, barriers to housing, resources, and housing opportunities will be included. Important components in this section of the Consolidated Plan include:

**Household Needs:** This section will provide an assessment of housing needs for the City. Information will be presented on housing availability, affordability, adequacy, and accessibility. CBA will describe, by tenure and other pertinent household characteristics, the

supportive service and housing assistance needs of extremely low-, low-, and moderate-income households and of special needs groups such as elderly persons, large families, overcrowded households, households overpaying for housing, and persons with disabilities. Data sources may include, but are not limited to, HUD's Comprehensive Housing Affordability Strategy (CHAS) data, the Sunnyvale Housing Element, ABAG's Projections 2003; 2000 Census; federal Bureau of Labor Statistics; and the California Employment Development and Finance departments.

**Persons with HIV/AIDS:** CBA will contact various Santa Clara County departments and private organizations responsible for social services and health services, and review statistics from the California Department of Health to incorporate relevant findings in the Consolidated Plan about the number of characteristics of persons with HIV/AIDS.

**Homeless Needs:** This section will present the nature and extent of homelessness and an estimate of the special needs of sheltered and unsheltered families and persons who are homeless or threatened with homelessness. This section will also include an inventory of facilities and services that meet the emergency shelter and transitional housing needs of homeless persons. CBA will consult the Santa Clara County departments of Aging and Adult Services, Alcohol and Drug Services, Child Support Services, Mental Health Services, Public Health, and Social Services. CBA will also consult with private homeless service providers such as the Silicon Valley Children's Fund, Sunnyvale Community Services, Catholic Social Services, and the Salvation Army.

**Section 8 Housing Choice Vouchers:** CBA will rely on information from the Santa Clara County Housing Authority to update that portion of the Consolidated Plan relating to the use of Section 8 rental assistance in the City.

**Lead-Based Paint (LBP) Hazards:** This section will estimate the number of housing units occupied by lower-income and poverty-level households that may contain lead-based paint hazards. A number of sources will be evaluated to identify areas with concentrated LBP hazards. Census and CHAS data will be used to evaluate the proportions of pre-1978 housing units and of lower and moderate-income households. The County Department of Health will be contacted to obtain lead-poisoning records, and the City's Housing and Neighborhood Preservation Divisions will be consulted on the prevalence of lead-based paint in housing units and on the established strategy to reduce lead hazards in housing.

**Housing Market Conditions:** A variety of data sources will be used to evaluate the affordability, availability and adequacy of the housing inventory. Data sources will include 2000 Census data, DataQuick residential sales data, California Association of Realtors, and interviews with housing staff, among others. This section will cover the City's public housing inventory, if any, and improvement needs and compliance with Section 504 accessibility requirements.

**Barriers to Affordable Housing:** The City's 2002 Housing Element will be reviewed, and staff will be consulted to identify private market conditions and public policies and practices that constitute barriers to affordable housing development.

**Fair Housing Impediments:** This section will summarize findings from the City's Housing Element and review other policy documents to summarize potential housing impediments.

### ***Community Development Needs***

This section of the Plan will describe the eligible community development needs for community facilities and services, infrastructure improvements, accessibility improvements, economic development activities, and other community development needs.

**Community Facilities and Services:** CBA will interview key service providers to determine unmet social service and public facility needs.

**Infrastructure Improvements:** Infrastructure improvement needs will be assessed based on consultation with the Public Works Department and the City's capital improvement program.

**Accessibility Needs:** The need to improve public and community facilities to meet the requirements of the American with Disabilities Act (ADA) will be discussed based on an assessment of the ADA Transition Plan. Public Works staff will be interviewed to determine priority for improvements, if any.

**Economic Development:** CBA will coordinate with the Economic Development Division staff to identify current trends and needs.

### ***Mapping of Data***

HUD encourages, but does not require, the mapping of data that may facilitate the analysis and evaluation of community trends, discriminatory practices, and needs. CBA will provide mapping services as requested by the City using its GIS capabilities and HUD's Community 2020 software. CBA will use mapping techniques to evaluate geographic relationships among the demographic, income, employment/transportation, and housing variables described above to identify potential impediments to fair housing choice. Where potential impediments are identified through the mapping process, we will conduct further mapping/analysis to determine whether such characteristics are a result of fair housing impediments or other factors of choice.

The following presents some of the types of maps to be provided in this section of the AI, although the actual maps may vary depending on the results of our initial analysis:

- Location of housing for persons with disabilities (i.e. group homes, independent living complexes, etc.);
- Locations of public and assisted housing;
- Concentrations of vouchers by census tract if data is available; and
- Main transit routes in relation to lower income and special needs populations, employment centers, and assisted housing projects

### **Task 2. Consultation with Public and Private Agencies**

To develop the Housing and Community Development Needs Assessment, CBA will interview key service providers to obtain information on needs, trends, and gaps in services. As part of the interview process, CBA will also contact organizations recommended by HUD for input into the Consolidated Plan, including fair housing organizations, other local



governments, advocacy groups for special needs households, affordable housing providers, banks and other financial institutions, and educational institutions.

### **Task 3. Community Participation**

The success of developing a vision-oriented Consolidated Plan for the City will largely rely upon achievement of consensus among residents and other stakeholders in the planning process and the priorities to be assigned to various community needs. CBA will work in close collaboration with the City of Sunnyvale to lead the public participation process. Our approach will follow the requirements of the City's adopted Citizen Participation Plan in providing opportunities for the public to participate and shape the City's strategies for the use of federal funds and comment on the draft Consolidated Plan. We propose the following steps to meet minimum HUD requirements. To ensure compliance with HUD requirements for adoption of the Consolidated Plan, CBA will provide the City with a technical memorandum describing each of the citizen participation events, products, and milestones associated with the community outreach program.

**Community Organization Outreach.** Prior to, concurrent with, and following community meetings (see below) CBA will contact with representatives of neighborhood and community organizations to obtain early input on local conditions and needs. CBA will also contact community organizations serving language/cultural minorities to enlist the assistance of these organizations in keeping their members informed, providing language translation assistance (if needed), and polling their members. CBA's proposal does not include language translation services, although we can provide such services for an additional fee if requested by the City.

**Community Meetings (8).** CBA will conduct eight community meetings prior to the preparation of a draft Consolidated Plan. The meetings will have an interactive structure to allow residents to provide input on their needs and concerns. CBA will present the purpose and contents of the Consolidated Plan, summarize the housing and community development strategy contained in the current Consolidated Plan, discuss the City's past use of federal and other funds under the Plan, and summarize the City's various housing and community development policies and how these can be incorporated into the Consolidated Plan.

CBA will prepare and distribute public notices for posting at up to 12 locations selected by the City and to community organizations. CBA will work with the City to develop an electronic mail (e-mail) distribution list that can also be used to notify interested individuals and organizations of upcoming meetings. CBA will be responsible to sending information to recipients on the list via e-mail. CBA will also prepare a notice for publication (publication cost is not included in the consultant's budget) and media releases for local distribution.

Each of public meetings will be advertised via the following methods:

- Newspaper of general circulation
- Electronic notice to individuals and organizations on the Consolidated Plan e-mail list

- Mailed notice to community organizations not on the City's Consolidated Plan e-mail list
- City website

For the meeting series, CBA will prepare an agenda, PowerPoint presentation, and a hand-out.

The City has requested that community meetings occur during the months of September and October. CBA recommends that these meetings occur between late September and early November so that CBA can present preliminary findings on housing market conditions and potential housing and community development needs. The timing will allow participants in the community meetings to react to specific information collected and analyzed by CBA and discuss community needs based on the most current information available. To ensure that CBA adheres to the City's overall schedule, we recommend that public agency outreach occur as early in the process as possible, before the first of the community meetings, so that CBA can present the results of that outreach during the community meetings.

**Public Hearings.** CBA will conduct one public hearing on a draft Consolidated Plan before the Housing and Human Services Commission and one public hearing before the Planning Commission prior to submittal of the Consolidated Plan to HUD. We will prepare and distribute notices of these public hearings in the same manner as the community meetings. CBA will provide an agenda and a presentation summarizing the contents of the draft Consolidated Plan at these hearings. CBA will summarize public comments and how the Consolidated Plan addresses these comments.

Following submittal of the draft Consolidated Plan to HUD and receipt of HUD's comments, CBA will conduct one public hearing before the Housing and Human Services Commission and one public hearing before the City Council on the final Consolidated Plan. We will prepare and distribute notices of these public hearings in the same manner as the public hearings on the draft Plan. CBA will prepare an agenda and a presentation summarizing HUD's comments and proposed revisions to the draft Plan, if any, based on those comments.

#### **Task 4. Five-Year Housing and Community Development Strategic Plan**

The Five-Year Strategic Plan is the fundamental component of the Consolidated Plan, linking the identified community needs and resources in a coordinated housing and community development strategy. The Community Participation efforts, interviews with staff and service agencies, and other research described previously will provide input into developing the priorities in the following areas:

- Homeless and Special Needs
- Affordable Housing
- Public Facilities
- Infrastructure Improvements
- Public Services
- Economic Development
- Planning

In consultation with staff, CBA will use the sources of input collected to develop priorities for the Strategic Plan. CBA anticipates that the Strategy will be largely on existing planning policy documents adopted by the City, including the 2000 Consolidated Plan, the 2002 Housing Element, and the 2003 Community Development Strategy.

#### **Task 5. Preparation and Presentation of Consolidated Plan**

As noted in Section 3, CBA will present a draft Consolidated Plan at public hearings before the Housing and Human Services Commission and Planning Commission. A final Consolidated Plan that reflects public comments will be presented at public hearings before the Housing and Human Services Commission and City Council.

#### **Task 6. Document Format/Copies/Products**

The following products are included in our scope of work for the City of Sunnyvale Consolidated Plan. Electronic versions will include MS Word format and PDF format. Each version of the Consolidated Plan will include an executive summary.

- Public meeting packets (electronic versions, reproducible versions, and 100 copies [total number of copies for eight community meeting])
- Public notices, announcements, and media releases (electronic versions and reproducible version)
- Meeting notes and summaries of public comments (electronic versions and reproducible version)
- Interim documents (draft Consolidated Plan sections and technical memos) (electronic versions and reproducible version)
- Internal Draft Consolidated Plan (electronic versions, reproducible version, and 10 copies)
- Public Review Draft Consolidated Plan (electronic versions, reproducible version, and 50 copies)
- Final Consolidated Plan (electronic versions, reproducible version, and 50 copies)

The Consolidated Plan and executive summary will rely heavily on graphics, tables, charts, and pictures to convey important information and key points. CBA will provide a user friendly, easy-to-understand document that avoids technical jargon and uses plain language.

Should HUD recommend revisions to the final Consolidated Plan following its 45-day review, CBA will make those revisions within 14 days of receipt of HUD's comments and deliver a revised final Plan for City adoption in July 2005.

#### **Task 7. Executive Summary**

CBA will prepare a reader-friendly executive summary that contains the following information:

- Key points and findings on housing market and community conditions;
- Key points and findings housing and community development needs;

- Housing and Community Development policies and strategies to address identified needs.

### **Schedule (According to Tasks 1 – 7)**

HUD Consolidated Plan regulations require that the Plans be submitted to HUD for review no later than 45 days prior to the beginning of a new program year. With a new program year beginning on July 1, 2005, the City must submit the Consolidated Plan for HUD review by May 15, 2005. To meet this timeframe, CBA has developed the following schedule for the Consolidated Plan. This timeframe is based on anticipated startup with the beginning of the City's fiscal year. CBA is available to begin work earlier if so desired by the City. To allow sufficient time for public comments and public hearings on a draft Consolidated Plan prior to submittal to HUD, CBA proposes that the public review period for the draft Plan begin with the Housing and Human Services Commission public hearing and that subsequent milestones be moved up so that CBA has at least one week to prepare a final Consolidated Plan for submittal to HUD following the City Council public hearing. The timeframe suggested below will also provide City staff with sufficient time to compile requested city information needed to complete the Consolidated Plan and review revisions to the draft Plan prior to submittal to HUD.

<b>Milestone</b>	<b>Timeframe</b>
Contract Start Date	July 2004
Community Meetings (8)	late September – early November 2004
Public Agency Consultation	August/September 2004
Internal Draft Consolidated Plan	January 15, 2005
City Comments, Public Review Draft Consolidated Plan	February 14, 2005
Housing and Human Services Commission Public Hearing	February 23, 2005
Begin Public Review Period	February 23, 2005
Planning Commission Hearing	first meeting in March 2005
End Public Review Period	March 25, 2005
Revised Public Review Draft Plan	April 14, 2005
Housing and Human Services Public Hearing	April 28, 2005
City Council Public Hearing	first meeting in May, 2005
Final Plan for HUD Submittal	May 15, 2005
Receive HUD Comments	June 30, 2005
Adopt Final Consolidated Plan (with revisions per HUD comments)	July 2005

### **Proposed Strategies to Meet City's Objectives**

The City has requested that the Consolidated Plan meet the following objectives. Following each objectives is a brief description of how CBA proposes to meet the objective.

**Comply with HUD requirements, including specific requirements to reduce poverty, remove barriers to affordable housing, meet homeless needs, and reduce lead-based paint hazards.** CBA will provide a comprehensive document outline that lists each of the HUD requirements for Consolidated Plan contents, review the City's citizen participation plan for HUD compliance, and implement a community outreach program consistent with that plan. CBA will ensure that, early in the process, public and private agencies responsible for anti-poverty programs, homeless services and shelter, lead-based paint remediation and health services, and other HUD required program/services are contacted so that the

characteristics, needs, resources, and potential strategies for addressing HUD requirements are included in the Consolidated Plan.

**Use the most current available data.** As described above, CBA will use a variety of local, regional, state, and federal information sources (public and private) to ensure that the housing market analysis, non-housing community profile, and housing and community development needs assessment reflect the most current and accurate available data.

**Prepare the Consolidated Plan based on community outreach at the lowest feasible of public participation.** CBA proposes a community outreach program that involves neighborhood organizations, community groups serving lower-income and special needs individuals, neighborhood-based public meetings, and information distribution to organizations and individuals to ensure participation at the lowest feasible geographic level.

**Provide a readable document that avoids technical jargon.** CBA uses experienced technical editors to ensure the readability of its documents; document formats that emphasize the presentation of information in tables, charts, and graphs; and the use of graphics and photos to illustrate key points. These techniques make our documents readable and understandable to the public.

**Broad consultation with public and private agencies serving community needs.** CBA's approach to public participation, as described in this proposal, is based on three principles: 1) early and meaningful opportunities to participate in the identification and assignment of priority to community needs and the creation of strategies to address those needs, 2) public outreach at the neighborhood level, and 3) direct participation by community organization that serve lower-income and special needs residents.

**Consideration of all community needs and available resources.** Through the public participation program described above, direct contact with service providers, review of previous planning and policy documents that describe community needs, and analysis of local, state, and federal data, CBA is able to identify and characterize the full range of community needs. CBA is able to identify available state and federal resources through its previous experience on consolidated plans, housing elements, and other housing strategy documents. CBA also directly contacts local public and private service providers to identify available local resources.

**Contain strategies that address all community needs with priorities and objectives assigned to those strategies.** Based on existing policy and strategy documents, CBA catalogues existing community strategies by topic. We then compare those strategies to identified community needs and recommend additional strategies, or modifications to existing strategies, to fill any gaps. Priorities are recommended based on the City's current and past assignment of priorities, changes in community conditions that might suggest a re-ordering of priorities, the level of urgency of community needs identified in the Consolidated Plan, and consultation with the public, decision makers, and the service providers.

**Provide a basis for annual funding decisions and tracking of performance.** Strategies in the Consolidated Plan, the assignment of priorities (high, medium, low), and measurable objectives provide the bases for funding decisions and the tracking of achievements based on assigned objectives.

## Proposed Consolidated Plan Outline

The following outline provides for a readable and logical document organization and meets HUD requirements for a consolidated plan. CBA has used this, and similar outline successfully in many consolidated plans.

<b>Federal Regulation Citation</b>		<b>Page</b>
	<b>Executive Summary</b>	<b>ES-1</b>
	<b>Chapter 1. Coordinating and Managing the Process</b>	<b>1-1</b>
	1.1 Program Descriptions	1-1
§91.200(b)	1.2 Consolidated Plan Document	1-1
	1.3 Lead Agency	1-2
§91.100 (a)(b)		
§91.200(b)	1.4 Consultation	1-2
§91.105	<b>Chapter 2. Summary of Citizen Participation</b>	<b>2-1</b>
	2.1 Components of Citizen Participation	2-1
§91.205	<b>Chapter 3. Housing and Community Development Needs</b>	<b>3-1</b>
§91.205(a)(b)(d)	3.1 Household Needs	3-1
§91.205(c)		
§91.210(c)	3.2 Homeless Needs	3-32
§91.210(b)	3.3 Public and Assisted Housing Needs	3-37
§91.205(e)		
§91.210(a)(b)(e)	3.4 Housing Market Conditions	3-40
§91.210(e)	3.5 Barriers to Affordable Housing	3-51
§91.225(a)(1)	3.6 Fair Housing	3-55
§91.210(d)		
§91.215(e)	3.7 Community Development Needs	3-56
92.215(a)(4,5)	<b>Chapter 4. Housing/Community Development Strategy</b>	<b>4-1</b>
	4.1 Resources for Housing/Community Development Activities	4-2
91.215(b)(c)(d)(e)	4.2 Mission and Goals	4-8
91.215(h)(i)	4.3 Housing Policies and Programs	4-10
91.215(g)	4.4 Anti-Poverty Strategy	4-35
	4.5 Lead-Based Paint	4-35
91.215(i)(1,2,3)	4.6 Institutional Structure	4-37
	4.7 Monitoring Standards and Procedures	4-41
	4.8 Reduction of Barriers to Affordable Housing	4-42
	4.9 Coordination	4-42
	<b>Appendices</b>	
	A. Santa Clara County Income Limits	A-1
	B. Public Notices	B-1
	C. Continuum of Care Gap Analysis	C-1
	D. Citizen Participation Plan	D-1

**EXHIBIT "B"**  
**INSURANCE REQUIREMENTS**

CONSULTANT shall obtain, at its own expense and from an admitted insurer authorized to operate in California, the insurance coverage detailed below and shall submit Certificate(s) of Insurance to the City of Sunnyvale, Purchasing Division, 650 West Olive Ave, PO Box 3707, Sunnyvale, CA 94088-3707; fax (408) 730-7710.

CONSULTANT shall take out and maintain during the life of the contract **Workers' Compensation and Employer's Liability Insurance** for its employees. The amount of insurance shall not be less than \$1,000,000 per accident for bodily injury or disease.

CONSULTANT shall take out and maintain during the life of the contract such **Commercial General Liability Insurance** as shall protect CONSULTANT, CITY, its officials, officers, directors, employees and agents from claims which may arise from services performed under the contract, whether such services are performed by CONSULTANT, by CITY, its officials, officers, directors, employees or agents or by anyone directly or indirectly employed by either. The amount of insurance shall not be less than the following: Single Limit Coverage Applying to Bodily and Personal Injury Liability and Property Damage: \$1,000,000.

The liability insurance shall include, but shall not be limited to:

- Protection against claims arising from bodily and personal injury and damage to property, resulting from CONSULTANT's or CITY's operations and use of owned or non-owned vehicles.
- Coverage on an "occurrence" basis.
- Broad form property damage liability. Deductible shall not exceed \$5000 without prior written approval of CITY.
- Notice of cancellation to CITY's Purchasing Division at least thirty (30) days prior to the cancellation effective date.

The following endorsements shall be attached to the liability insurance policy, and copies shall be submitted with the Certificate(s) of Insurance:

- The policy must cover complete contractual liability. Exclusions of contractual liability as to bodily injuries, personal injuries and property damage must be eliminated.
- CITY must be named as additional named insured with respect to the services being performed under the contract. *Simply indicating on the certificate that the certificate holder is named as additional insured is not acceptable; an endorsement must be provided.*
- The coverage shall be primary insurance so that no other insurance effected by CITY will be called upon to contribute to a loss under this coverage.